

IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD
(Special Original Jurisdiction)

WEDNESDAY, THE TWENTY EIGHTH DAY OF NOVEMBER
TWO THOUSAND AND SEVEN

PRESENT

The Hon'ble Sri Justice N.V.Ramana

Writ Petition No.23256 of 2000

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Between:

Murari Fishermen Co-operative Society,
Gandepalli Mandal, rep. by G.Nageswara Rao.

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PETITIONER

AND

1.The State of
A.P., rep. by
its Secretary, Animal
Husbandry, Dairy Development & Fisheries
Department, Secretariat, Hyderabad & others.

.....**RESPONDENTS**

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The Hon'ble Sri Justice N.V.Ramana

Writ Petition No.23256 of 2000

ORDER:

The petitioner-a Fishermen Co-operative Society,
Gandepalli Mandal, filed this Writ Petition seeking to issue a
writ of Mandamus declaring the action of the fourth respondent
in demanding rentals by issuing the proceedings in
Rc.No.963/E/2000, dated 21-09-2000, & 20-10-2000, contrary to
the provisions of G.O.Ms.No.7, dated 17-2-2000,
G.O.Ms.No.125, dated 16-12-1999 and G.O.Ms.No.70, dated

16-10-2000, as illegal and arbitrary and to direct the respondents to collect the rentals from the petitioner-Society for the Fasli 1409, as per the existing rentals for the Faslis 1408, 1410 to 1412 (1-7-2000 to 30-6-2003), and also as per G.O.Ms.No.70, dated 16-10-2000.

The petitioner-Society was granted lease over Pedda Cheruvu for an amount of Rs.29,010/- and Perraju tank for an amount of Rs.2,760/- for the fasli 1408. While so, the 1st respondent issued the guidelines for fixation of rentals for the falsi 1409 vide G.O.Ms.No.125, dated 16-12-1999, as per which, 10% enhancement was proposed over the rentals of Fasli 1408 and such enhanced rentals were directed to be collected only in respect of the tanks located in the areas other than drought affected mandals. Subsequently, the lease granted to the petitioner-Society was extended for five faslies i.e., from 1409 to 1413 by enhancing the rentals at 10% over the rentals fixed for the previous Fasli.

The petitioner's grievance is that although the mandal, in which, the petitioner-Society is situated, was declared as drought affected mandal, the respondent-authorities have enhanced the rentals contrary to G.O.Ms.No.125 dated 16-12-1999, and also contrary to G.O.Ms.No.7, dated 17-2-2000 and G.O.Ms.No.70, dated 16-10-2000, as per which, total exemption of rentals was given to the societies situated in drought declared mandals.

While seeking a direction to the respondent-authorities to refix the rentals in terms of the aforesaid GOs, the contention of the learned Counsel for the petitioner was two-fold. Firstly, that the petitioner-Society was lopsided in remission of the

enhanced rentals for the Fasli 1409, because of the drought conditions prevailing in the area. Secondly, that the rentals fixed for the tanks leased out to the petitioner-Society by the fourth respondent-Assistant Director of Fisheries are contrary to G.O.Ms.Nos.125, 7 and 70.

Counter-affidavit has been filed by the respondents denying the averments made in the affidavit, filed in support of the writ petition.

A perusal of the counter-affidavit and the material annexed to it indicate that the existing fishery lease in favour of the petitioner-Society was extended as per G.O.Ms.No.63, dated 07-06-1999; that the Government had declared certain Mandals as drought-prone areas and granted exemption to the Societies situated in such Mandals.

Here, it is pertinent to note that it has also been informed by the President, Water Users Association of the Pedda Tank, Murari, to the fourth respondent vide letter, dated 05-02-2000, that there is plenty of water in the tanks in question and the farmers were also growing two crops i.e., Dalwa and Sarva. This letter indicates that there is no drought in the area where the petitioner-Society is situated. Since there is no drought, the petitioner-Society is not entitled to remission on the ground of drought.

As regards the second contention of the learned Counsel for the petitioner that the rentals fixed by the respondents are not in accordance with G.O.Ms.No.125, dated 16-12-1999, G.O.Ms.No.7, dated 17-2-2000 and G.O.Ms.No.70, dated 16-10-

2000, it is apt to note that in the calculation sheet annexed to the counter-affidavit the rentals were fixed by taking into consideration the water spread area, anticipated production and availability of the water. Further, the minimum productivity from perennial, long seasonal and seasonal tanks was also considered and the rentals were fixed by increasing 10% over and above the previous rentals. Ultimately, the lease amount was arrived at Rs.40,000/- for Perennial tanks, Rs.20,000/- for long seasonal tanks, and Rs.6,000/- for the short seasonal tanks.

This calculation, *prima facie*, appears to be in accordance with G.O.Ms.No.125, dated 16-12-1999, G.O.Ms.No.7, dated 17-2-2000 and G.O.Ms.No.70, dated 16-10-2000 and other G.Os prevailing as on the date of such fixation.

That apart, the petitioner-Society, having availed the benefit of the extension of lease period, without being put for auction, cannot contend that it need not pay the enhanced rentals in terms of the impugned proceedings.

For the foregoing reasons, I do not see any illegality or irregularity in the impugned proceedings, dated 20-10-2000, issued by the fourth respondent, warranting interference by this Court.

Accordingly, the Writ Petition is dismissed. No costs.

N.V. RAMANA, J.

Date: 28th November, 2007.

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